

CITY OF MUSKEGON
LAKESIDE BUSINESS IMPROVEMENT DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY
BOARD MEETING

DATE OF MEETING: Feb. 16, 2022
TIME OF MEETING: 9:00 a.m.
PLACE OF MEETING: City Hall Room 203, 933 Terrace St, Muskegon, MI

AGENDA

- I. Roll Call
- II. Approval of Minutes of the Special Meetings Nov. 3 and Nov. 24
- III. Review of finances as of 1-31-2022.
- IV. Financial request of the city
- V. Review of snow removal services
- VI. Summer landscaping needs
- VII. 2022 Lakeside events
- VIII. 2022 Christmas decorations
- IX. Next Meeting
- X. Adjourn

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CITY COMMISSION AND ANY OF ITS COMMITTEES OR SUBCOMMITTEES

The City of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting, upon twenty-four hour notice to the City of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the City of Muskegon by writing or calling the following:

Ann Marie Cummings, City Clerk
933 Terrace Street
Muskegon, MI 49440
(231) 724-6705

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LAKESIDE BUSINESS IMPROVEMENT DISTRICT
CORRIDOR IMPROVEMENT AUTHORITY
SPECIAL
BOARD MEETING
NOVEMBER 3, 2021 9:00am
MEETING MINUTES

Meeting called to order at 9:00am by M. Flermoen

MEMBERS PRESENT: L. Hopson, M. Flermoen, D. Ghezzi, A. Serio, K. Fearnley, R. Jenkins

MEMBERS ABSENT: F. Peterson

OTHERS PRESENT: D. Alexander, S. Pulos

APPROVAL OF MINUTES

Motion by A. Serio, Second by L. Hopson to approve the Regular Meeting Minutes (with the correction made from Cathy Brubaker-Clarke to Kathy Fearnly) from the Lakeside BID Board Meeting on 09/29/2021.

Vote: 5 yays, 0 nays, 0 abstentions

MOTION PASSES

AGENDA ITEMS

1. Discussion Item: Review of Finances

Although the city account shows about \$9,800 “in the bank,” staff believes that the special assessments for the next three years will generate approximately \$22,000 annually and the BID will receive a one-time payment of \$35,000 on the construction settlement with the Lakeshore Drive contractor. That would be \$33,666 annually for the next three years. The BID has sidewalk snow removal and Christmas decorations on its work plan. Over the three years of the current BID assessment, the BID cannot spend any more than \$101,000. The BID already has spent about \$2,000 of that amount for six portable basketball hoops.

Motion by K. Fearnly, supported by L. Hopson, to acknowledge the status of the finances currently.

Vote: 6 yays, 0 nays, 0 abstentions

MOTION PASSES

2. Action Item: Snow Removal Proposals

The Lakeside BID has two proposal from the city’s Requests for Proposals. The RFP and the two responses from Elite and from Summit are in the agenda packet. Summit’s proposal was for a three year seasonal public sidewalk snow and ice control bid including: clear snow from sidewalks, salting, and plowing. Their price was \$30,000 per year and \$1,100 per service price charged after 30 full services. Elite’s proposal was for a three-year time period for the same services for a cost of \$26,880.00 per year.

Motion made by A. Serio, supported by L. Hopson, to approve the 3-year seasonal snow and ice control bid from Elite, for a cost of \$26,880.00 per year.

Roll Call Vote:

L. Hopson: Yes

M. Flermoen: Yes

K. Fearnley: Yes

D. Ghezzi: Abstain

A. Serio: Yes

R. Jenkins: Yes

Vote: 5 yays, 0 nays, 1 abstention

MOTION PASSES

3. Action Item: Christmas Decoration Proposals

The Lakeside BID also has a proposal from Christmas Creations by Bailey for \$5,100 for wrapping and greens on 60 light poles in the district along Lakeshore Drive. Lit seasonal wreaths can be purchased at \$125 a pole as ordered.

Motion made by L. Hopson, supported by R. Jenkins, to approve the proposal from Christmas Creations by Bailey.

Roll Call Vote:

L. Hopson: Yes

M. Flermoen: Yes

K. Fearnley: Yes

D. Ghezzi: Yes

A. Serio: Yes

R. Jenkins: Yes

Vote: 6 yays, 0 nays, 0 abstentions

MOTION PASSES

4. Discussion Item: Next Meeting and 2022 Meeting Schedule

Staff recommends three meetings next year or at the call of the chair. One in January to review snow removal services, one in April to discuss the upcoming summer/landscaping and one in October for snow removal services. It is up to the members as to what day of the month and time of the day to meet.

Motion by R. Jenkins, supported by A. Serio, to accept the 2022 Meeting Schedule.

Vote: 6 yays, 0 nays, 0 abstentions

MOTION PASSES

OTHER

None.

ADJOURN

Motion by R. Jenkins, supported by A. Serio, to adjourn the meeting.

Vote: 6 yays, 0 nays, 0 abstentions

MOTION PASSES

Meeting adjourned by M. Flermoen at 10:01 am.

LAKESIDE BUSINESS IMPROVEMENT DISTRICT
CORRIDOR DEVELOPMENT AUTHORITY
SPECIAL
BOARD MEETING
NOVEMBER 24, 2021 9:00am
MEETING MINUTES

Meeting called to order at 9:04am by M. Flermoen.

MEMBERS PRESENT: L. Hopson, M. Flermoen, K. Fearnley, R. Jenkins

MEMBERS ABSENT: F. Peterson, D. Ghezzi, A. Serio

OTHERS PRESENT: D. Alexander, J. Eckholm

AGENDA ITEMS

1. Discussion Item: Consideration of a CIA development and tax increment finance plan

Jake E. gave an overview of the CIA development and tax increment finance plan and answered questions concerning general provisions, powers of the CIA, the need for the plan, and plan development process as part of the plan background. Development and tax increment financing plan benefits were outlined to the CIA, along with: legal basis of the plan, requirements of the development plan, the plan schedule and budget, duration of the plan, reimbursement of excess tax capture, and project descriptions (design, economic restructuring, organization and promotion/marketing). Jake outlined 13 broad categories of projects within the four areas. He also outlined sources of CIA financing and the tax increment financing plan (overview, maximum amount of bonded indebtedness to be incurred and duration of the CIA and TIF through 2051). A list of 104 CIA properties and their current taxable value was presented.

The CIA's tax increment financing represents a taxable base of \$6.6 million (zero base as of Dec. 31, 2021) which is estimated to have a first-year tax capture of \$4,600.

Jake E. and the board discussed the transition from the BID to the CIA over the next three to five years.

If approved, the plan would be sent to the Muskegon City Commission for a public hearing and potential passage at the commission's Dec. 14 meeting.

Motion by Ron J. and supported by Louise H.:

I move to adopt the Muskegon Lakeside Corridor Improvement Authority's development and tax increment financing plan as presented and recommend the Muskegon City Commission approve it.

Roll Call Vote

L. Hopson: Yes M. Flermoen: Yes K. Fearnley: Yes R. Jenkins: Yes

MOTION PASSES

2. Discussion Item: Next Meeting

The next scheduled meeting of the Lakeside CIA-BID Wed. Jan. 19 9 a.m. Muskegon City Hall, 933 Terrace, Muskegon, MI 49440.

OTHER

None.

ADJOURN

Motion by Ron J and supported by Louise H.

Motion by R. Jenkins, supported by A. Serio, to adjourn the meeting.

Vote: 6 yays, 0 nays, 0 abstentions

MOTION PASSES

Meeting adjourned by M. Flermoen at 9:35 am.

GL NUMBER	DESCRIPTION	2021-22 AMENDED BUDGET	BEG. BALANCE 07/01/2021	ACTIVITY FOR MONTH 01/31/2022	YEAR-TO-DATE THRU 01/31/22	END BALANCE 01/31/2022
Fund 284 - LAKESIDE BID						
Assets						
284-00000-1101	CASH IN BANK		3,979.75	(18,540.00)	(24,127.17)	(20,147.42)
TOTAL ASSETS			3,979.75	(18,540.00)	(24,127.17)	(20,147.42)
Fund Equity						
284-00000-3400	FUND BALANCE UNRESERVED		3,979.75	0.00	0.00	3,979.75
TOTAL FUND EQUITY			3,979.75	0.00	0.00	3,979.75
Revenues						
284-00000-4161	SPECIAL ASSESSMENTS	0.00		0.00	9,885.83	9,885.83
284-00000-4970	INTEREST INCOME	0.00		0.00	14.94	14.94
TOTAL REVENUES		0.00		0.00	9,900.77	9,900.77
Expenditures						
284-70804-5346	CONTRACTUAL SERVICES	0.00		18,540.00	34,027.94	34,027.94
TOTAL EXPENDITURES		0.00		18,540.00	34,027.94	34,027.94

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
Fund 284 LAKESIDE BID							
Assets							
Department 00000							
07/01/2021			284-00000-1101 CASH IN BANK		BEG. BALANCE		3,979.75
07/01/2021	CR	RCPT	24-205-596-0008-00	100703992	2,000.00		5,979.75
07/06/2021	CR	RCPT	24-205-609-0002-00	100704065	1,625.01		7,604.76
07/08/2021	CR	RCPT	24-205-529-0004-00	100705279	420.14		8,024.90
07/08/2021	CR	RCPT	24-205-678-0001-02	100705283	827.64		8,852.54
07/14/2021	CR	RCPT	SPECIAL ASSESS	100706407	463.26		9,315.80
07/20/2021	CR	RCPT	24205596000100	100707329	912.58		10,228.38
07/20/2021	CR	RCPT	24205635000700	100707329	403.80		10,632.18
07/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7464	3.04		10,635.22
08/09/2021	CD	CHK	BANK OF AMERICA	25042(E)		2,087.94	8,547.28
08/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7465	4.00		8,551.28
09/20/2021	CR	RCPT	LAKESIDE BID 24205625000200	100716173	392.69		8,943.97
09/20/2021	CR	RCPT	LAKESIDE BID 24205625000100	100716173	415.56		9,359.53
09/27/2021	CR	RCPT	24205627000500 LAKESIDE BID	100716729	425.15		9,784.68
09/30/2021	GJ	JE	INTEREST ON INVESTMENTS	7467	3.82		9,788.50
10/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7505	4.08		9,792.58
11/18/2021	CR	RCPT	LAKESIDE BID 24205635000200	100722286	2,000.00		11,792.58
12/17/2021	CD	CHK	ELITE INTEGRATED PEST MANAGEMENT	26248(A)		13,400.00	(1,607.42)
01/14/2022	CD	CHK	CHRISTMAS CREATIONS BY BAILEY	543716		5,100.00	(6,707.42)
01/21/2022	CD	CHK	ELITE INTEGRATED PEST MANAGEMENT	26514(A)		13,440.00	(20,147.42)
01/31/2022			284-00000-1101	END BALANCE	9,900.77	34,027.94	(20,147.42)
TOTAL FOR DEPARTMENT 00000					9,900.77	34,027.94	
TOTAL Assets					9,900.77	34,027.94	(20,147.42)
Liabilities							
Department 00000							
07/01/2021			284-00000-2100 ACCOUNTS PAYABLE		BEG. BALANCE		0.00
08/09/2021	AP	INV	DICK'S CLOTHING&SPORTING - J.Eckholm	07/30/2021		2,087.94	(2,087.94)
08/09/2021	CD	CHK	BANK OF AMERICA	25042(E)	2,087.94		0.00
12/07/2021	AP	INV	1/3 SNOWPLOWING:LAKESIDE BID	INV2136		13,400.00	(13,400.00)
12/17/2021	CD	CHK	ELITE INTEGRATED PEST MANAGEMENT	26248(A)	13,400.00		0.00
01/11/2022	AP	INV	LAKESIDE BUSINESS DISTRICT:HOLIDAY D	0017		5,100.00	(5,100.00)
01/14/2022	CD	CHK	CHRISTMAS CREATIONS BY BAILEY	543716	5,100.00		0.00
01/18/2022	AP	INV	LAKESIDE SIDEWALK SNOW CLEARING: 2/2	INV2145		13,440.00	(13,440.00)
01/21/2022	CD	CHK	ELITE INTEGRATED PEST MANAGEMENT	26514(A)	13,440.00		0.00
01/31/2022			284-00000-2100	END BALANCE	34,027.94	34,027.94	0.00
TOTAL FOR DEPARTMENT 00000					34,027.94	34,027.94	
TOTAL Liabilities					34,027.94	34,027.94	0.00
Fund Equity							
Department 00000							
07/01/2021			284-00000-3400 FUND BALANCE UNRESERVED		BEG. BALANCE		(3,979.75)
01/31/2022			284-00000-3400	END BALANCE	0.00	0.00	(3,979.75)
TOTAL FOR DEPARTMENT 00000							
TOTAL Fund Equity							(3,979.75)
Revenues							
Department 00000							
07/01/2021			284-00000-4161 SPECIAL ASSESSMENTS		BEG. BALANCE		0.00
07/01/2021	CR	RCPT	24-205-596-0008-00	100703992		2,000.00	(2,000.00)
07/06/2021	CR	RCPT	24-205-609-0002-00	100704065		1,625.01	(3,625.01)
07/08/2021	CR	RCPT	24-205-529-0004-00	100705279		420.14	(4,045.15)
07/08/2021	CR	RCPT	24-205-678-0001-02	100705283		827.64	(4,872.79)
07/14/2021	CR	RCPT	SPECIAL ASSESS	100706407		463.26	(5,336.05)
07/20/2021	CR	RCPT	24205596000100	100707329		912.58	(6,248.63)
07/20/2021	CR	RCPT	24205635000700	100707329		403.80	(6,652.43)
09/20/2021	CR	RCPT	LAKESIDE BID 24205625000200	100716173		392.69	(7,045.12)
09/20/2021	CR	RCPT	LAKESIDE BID 24205625000100	100716173		415.56	(7,460.68)
09/27/2021	CR	RCPT	24205627000500 LAKESIDE BID	100716729		425.15	(7,885.83)
11/18/2021	CR	RCPT	LAKESIDE BID 24205635000200	100722286		2,000.00	(9,885.83)
01/31/2022			284-00000-4161	END BALANCE	0.00	9,885.83	(9,885.83)
07/01/2021			284-00000-4970 INTEREST INCOME		BEG. BALANCE		0.00
07/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7464		3.04	(3.04)
08/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7465		4.00	(7.04)
09/30/2021	GJ	JE	INTEREST ON INVESTMENTS	7467		3.82	(10.86)
10/31/2021	GJ	JE	INTEREST ON INVESTMENTS	7505		4.08	(14.94)
01/31/2022			284-00000-4970	END BALANCE	0.00	14.94	(14.94)
TOTAL FOR DEPARTMENT 00000					0.00	9,900.77	
TOTAL Revenues						9,900.77	(9,900.77)
Expenditures							
Department 70804 LAKESIDE BID							
07/01/2021			284-70804-5346 CONTRACTUAL SERVICES		BEG. BALANCE		0.00
08/09/2021	AP	INV	DICK'S CLOTHING&SPORTING - J.Eckholm	07/30/2021		2,087.94	2,087.94

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GL ACTIVITY REPORT FOR CITY OF MUSKEGON
TRANSACTIONS FROM 07/01/2021 TO 01/31/2022

Page: 2/2

Date	JNL	Type	Description	Reference #	Debits	Credits	Balance
284-70804-5346 CONTRACTUAL SERVICES					(Continued)		
12/07/2021	AP	INV	1/3 SNOWPLOWING:LAKESIDE BID	INV2136	13,400.00		15,487.94
01/11/2022	AP	INV	LAKESIDE BUSINESS DISTRICT:HOLIDAY D	0017	5,100.00		20,587.94
01/18/2022	AP	INV	LAKESIDE SIDEWALK SNOW CLEARING: 2/2	INV2145	13,440.00		34,027.94
01/31/2022			284-70804-5346	END BALANCE	34,027.94	0.00	34,027.94
TOTAL FOR DEPARTMENT 70804 LAKESIDE BID					34,027.94	0.00	
TOTAL Expenditures					34,027.94		34,027.94
TOTAL FOR FUND 284 LAKESIDE BID					77,956.65	77,956.65	0.00

To: Lakeside BID-CIA board members

From: Dave Alexander, city staff

Re: BID Finances

Date: 2-10-22

The financial statement from Jan. 31 shows that of the first year of three years of special assessments, \$9,900 of an anticipated \$24,011 has been received by the city treasurer. Those 2021 assessments not paid were put on the winter tax bills along with all of the 2022 assessments. The Lakeside BID will receive those funds in an April timeframe. Those assessments that are delinquent after Feb. 15 will be made part of the Muskegon County Delinquent Tax Bond Issue and funds forward to the Lakeside BID in a June timeframe.

The Lakeside BID expects to receive \$35,000 from the construction settlement on the Lakeshore Drive project. The Lakeside District Association is to pay the BID \$2,500 for half the cost of the 2021 Christmas decorations. The CIA can expect to generate an estimated total of \$7,400 for the district in 2022 and 2023.

One other suggested revenue source would be to ask the city/DPW for a contribution to the annual sidewalk snow removal service for the Lakeside district based upon sidewalks on city property. The BID is paying Elite Snow Removal \$26,880 annually for three years to clear and salt 11,248 feet of sidewalk. Of that total, city property has 1,601 feet of sidewalk being serviced, or 14.2 percent of the total. The city share of the side walk contract would be \$3,816 for each of the three years.

The Lakeside BID could formally ask for the city contribution to the sidewalk snow removal services. A suggested motion:

I move that the Lakeside Business Improvement District asks the City of Muskegon to contribute \$3,816 for 2021, 2022 and 2023 to the BID to cover the cost of sidewalk snow removal for city property. That is based upon the city's 14.2 percent of the sidewalks being serviced for an annual contract of \$26,880.

The Lakeside BID-CIA would have estimated total revenues of \$118,948 over three years or 39,649 annually. After paying for snow removal services, the BID-CIA would have an estimated annual fund balance of \$12,769.

This analysis provides the BID-CIA board information on which to make future financial decisions. Your packet includes the initial budget and work plan for the Lakeside BID approved by the Muskegon City Commission in October 2020.

Lakeside Business Improvement District Proposed Program Budget and Detail

INTRODUCTION

The Lakeside BID Board has recommended a special assessment rate and district boundary to the City Commission of the City of Muskegon. In the event that this district is created and revenues are subsequently generated through a special assessment tax, the following is a summary of programming that will be funded and implemented by the BID.

PROGRAMS

Sidewalk Snow Removal

Estimated Annual Cost: \$12,000

The Bid Board plans to conduct a competitive bid process and retain a contractor for a 3-year contract to conduct snow removal on the sidewalk system on Lakeshore Drive. This will include plowing and salting as needed.

Landscaping

Estimated Annual Cost: \$4,500

Working with the City of Muskegon Department Public Works, the BID Board desires to maintain and expand on the new flower beds and landscaping that has been installed in the corridor. The current plans call for a private contractor that would be competitively bid for a 3-year contract.

Promotions/Marketing/Decorations

Estimated Annual Cost: \$4,000

Similar to downtown Muskegon, the BID Board seeks to install seasonal decorations such as holiday lighting, specialized seasonal floral installations, and banner poles. There is also a working strategy to actively market the businesses and attractions in the district in regional markets.

Administration

Estimated Annual Costs: \$3,750

The Director of Economic Development is the city staff member assigned to advise, assist, and prepare documents for the Lakeside BID. This is an estimate of value of annual hours worked that the BID will pay to the City for administrative services.

Contingency \$683

Total \$24,933.00

Proposed DRAFT

Business/Owner	Address	Parcel #	Acreage (sq. ft)	Assessment
Wasserman's Flowers and Gifts	1595	61-24-205-529-0004-00	8402.724	\$ 420.14
T4 Group	1700	61-24-205-609-0002-00	32500.116	\$ 1,625.01
Garrett Law Offices	1732	61-24-205-609-0007-00	9239.076	\$ 461.95
RCP Marketing	1756/1786	61-24-205-609-0010-00/61-24-205-609-0013-00	29233.116	\$ 1,461.66
Richard A Ghezzi Estate	1812	61-24-205-596-0001-00	18251.64	\$ 912.58
Frontier	1831	61-24-205-624-0001-00	12867.624	\$ 321.69
Pastoor James R JR Trust	1836	61-24-205-596-0002-00	8089.092	\$ 404.45
VF Ventures LLC	1845	61-24-205-624-0003-00	22111.056	\$ 1,105.55
Patricia Roy, DO	1864	61-24-205-596-0002-10	12780.504	\$ 639.03
Paul R Korndorfer	1883	61-24-205-625-0001-00	8311.248	\$ 415.56
Paul R Korndorfer	1891	61-24-205-625-0002-00	7853.868	\$ 392.69
SHM Great Lakes	1920	61-24-205-596-0008-00	1213002.252	\$ 2,000.00
The Only Cannoli/ Lake Effect Sport/	1927	61-24-205-627-0001-00	10227.888	\$ 511.39
Lakeside Emporium	1930	61-24-205-596-0004-00	15555.276	\$ 777.76
Richard P Ghezzi	1937	61-24-205-627-0002-00	9265.212	\$ 463.26
Lauren Taylor Eyeware	1945	61-24-205-627-0003-00	5275.116	\$ 263.76
1950 Lakeshore Drve LLC	1950	61-24-205-596-0004-20	12026.916	\$ 601.35
Level 6	1953	61-24-205-627-0004-00	8280.756	\$ 414.04
Lakeside Landing/ Lakeshore Tavern/The Table	1965	61-24-205-627-0005-00	8502.912	\$ 425.15
Marine Tap Room	1983	61-24-205-635-0001-00	8154.432	\$ 407.72
BTBG Investments LLC	1991	61-24-205-635-0002-00	46121.328	\$ 2,000.00
Zaloma's Pizza/Anchor Property Management	2009	61-24-205-635-0006-00	6037.416	\$ 301.87
Ghezzi's Market	2017	61-24-205-635-0007-00	8076.024	\$ 403.80
Gawkowski Properties Lakeshore LLC	2020	61-24-205-596-0007-00	5654.088	\$ 282.70
Apple Knits and Purlis	2033	61-24-205-636-0001-00	7531.524	\$ 376.58
Complete Automotive Servies	2034	61-24-205-597-0001-00	9487.368	\$ 237.18
Auto Body Clinic	2054	61-24-205-597-0004-00	7614.288	\$ 190.36
Cannon Service Center/ Shoreline Service Bait	2080	61-24-205-597-0005-00	15071.76	\$ 376.79
Lakeshore Federal Credit Union	2182	61-24-205-597-0017-00	32569.812	\$ 1,628.49
Daniel C. Swarwar D.D.S P.C	2187	61-24-205-641-0005-00	10807.236	\$ 540.36
Lakeshore Environmental Inc.	2341	61-24-205-664-0011-00	7923.564	\$ 396.18
Lotta Lakeshore	2445	61-24-205-677-0005-00	9474.3	\$ 473.72
Waters Edge Fitness	2465	61-24-205-678-0001-02	16552.8	\$ 827.64
Frosty Cove	2565	61-24-205-693-0001-01	39012.336	\$ 1,950.62
TOTAL			1681864.668	\$ 24,011.03

Total # of Parcels	Lakeside BID assessment rates	
	84	
Commercial	32	5 cents a square foot/capped at \$2,000
Automotive and Utility	4	2.5 cents a square foot/capped at \$1,000
Nonprofit	2	no assessment
Governmental	8	no assessment
Residential	38	no assessment

Proposed Lakeside BID budget

Snow removal	\$12,000
Landscaping	\$4,500
Promotions/marketing	\$4,000
Administration	\$3,750
Contingency	\$683
Total	\$24,933.00



Date: 11/10/2021
This quote will remain firm
for 30 days from above date

Property Name: Lakeside Business Improvement District Contact: Dave Alexander
Service Address: _____ Phone: 231-215-8827
City: Muskegon State: MI Zip: _____ Email: _____
Billing Address: 933 Terrace St Contact: _____
City: Muskegon State: MI Zip: 49440 Phone: _____ Email: _____

Elite IPM proposes to furnish all labor and equipment to plow snow for the following areas:

Lakeside district sidewalks along lakeshore drive - see attached map and specs per bid proposal. Agreement is for three (3) years due to the purchase of specialized equipment involved in the clearing and removal of snow. Each party (Lakeside Business Improvement District / Elite IPM) reserves the right to cancel the agreement by June 1, 2022 and June 1, 2023 of the three year agreement. If the Lakeside Business Improvement District elects to cancel the agreement by June 1, 2022 the Lakeside Business Improvement District agrees to pay Elite IPM the sum of \$11,637.67 (1/3 of the specialized equipment cost needed for this agreement). Salting will be done during sidewalk clearing events. In the event further salting is needed, it can be requested for an additional \$200.00 per salting. Every available effort will be made to have the sidewalks cleared prior to 9:00am, with the business district being priority.

Both parking lots both to the north and south of 1987/1989/1991 Lakeshore Drive (not including Marine Tap) will be plowed as part of this agreement. (Time for the parking lots may differ from the sidewalks)

Initial here: _____

☒ **Seasonal Price**

This bid is based on a seasonal price of 26880.00 for snow depths up to 5.11". The season shall commence November 15, 2021 and shall terminate April 15, 2022 for the first season. Snow plowing will begin within reasonable time once the accumulation reaches a minimum of 1.5", but not before it ceases to fall. As part of the three (3) year agreement, subsequent seasons will be from November 15 2022 - April 15 2023 and November 15 2023 - April 15 2024 respectively. Snow depths shall be determined by any of on site inspections, official reports from the National Weather Service, NOAA, local news reports and snow prediction centers.

If customer so elects to have his / her place of business or household plowed before business hours and an additional plow is necessary to remove new accumulations of snow, the customer will be charge for the additional plowing. Total number of plowings is not to exceed N/A per day.

If any equipment other than a snow plow, snow blower or snow shovel is required to clear snow from the area to be plowed (i.e., front end loader, dump truck, etc.) an hourly rate of \$ N/A per man hour shall be charged to the customer along with any other costs incurred, including rental and operating fees for any additional equipment needed

Seasonal price agreement may be paid in two (2) installments. The first installment shall be fifty (50%) percent of the agreement price due on or before November 15, 2021. The second installment shall be fifty (50%) and is due on or before December 31, 2021. The dates of November 15 and December 31 remains in effect for the years of 2022-2023 and 2023-2024 when the agreement will be fulfilled.

Payments must be made in accordance with the above terms. Failure to pay the invoice by the designated dates

will result in snow plowing not being done and will relieve contractor from further liability to plow snow at the described location(s) above. Penalties and fees will also be assessed in the amounts 1/3 of equipment cost if cancelled by June 1, 2022 and 1/6 the cost if cancelled after the 2022 season and by June 1, 2023

If you accept the seasonal terms above, initial here:



☒ Salt Application(s)

Neither the price per push or the seasonal price includes salt or calcium chloride applications. Failure to salt or apply calcium chloride may result in slippery conditions which could cause injury to persons or property. Salt may be applied at an additional cost of \$ Included per application. Calcium Chloride may be applied at a charge of \$ N/A per application.

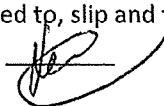
If customer chooses to have salt or calcium chloride applied after each days snow plowing, initial here



If customer chooses NOT to have salt or calcium chloride applied after each days snow plowing, initial here _____

The amount of salt or calcium chloride to be applied is up to the contractors discrption and judgement.

Customer acknowledges that if salting / calcium chloride is accepted or declined, Elite IPM will not be responsible for any injuries, liability or damages that occur. This includes but is not limited to, slip and fall accidents, vehicle accidents, or any other damages to people and / or property. Initial here:



Customer agrees to defend and hold harmless from any and all liability, including attorney fees which the contractor may incur from the contractors work on this customers property.

Terms and Conditions

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all preivous agreements and any verbal communications made prior to the date of this agreement.

Unless specified above, foot traffic areas to and from doors and parking areas are not to be cleared by contractor are the responsibility of the business and home owners to clear and / or salt those areas.

Contractor will exercise its best judgement based on weather forecasts and conditions at the time and customer is aware that weather conditions in the areas may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and contract assumes no liability for "Acts of God"

Customer agrees to allow contractor to decide if snow plowing is warranted based upon snow accumulations at customers particular location. Customer understands that snow accumulations may vary throughout the immediate area, and that accumulations in one area may not necessarily be indictive of accumulation at the customers particular location, regardless of total snow fall in the immediate area.

Accounts that are past due will not be plowed until customers account is brought up to date. Customer understands and accepts the fact that delays in payments made or non payments to the contrator may result in appropriate legal action being taken to collect money owed to contractor. Customer understands the costs for such legal action taken including but not limited to, attorney fees, court costs, costs and expenses of suit or bringing suit, will be passed onto the customer and that the customer accepts these terms. Agreement shall be binding to the benefit of the parties and their heirs, executors, administrators and assigns.

Customer understands that plowing (or salting) of a particular location may not clear the area to the "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that contractor assumes no liability for this naturally occurring condition. Customer agrees to defend hold harmless of the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

Hold Harmless Agreement

To the fullest extent permitted by law, customer agrees to defend, pay on behalf of, indemnify, and hold harmless contractor, its officials, employees, volunteers and others working on behalf of contractor against any and all claims therewith, and for any damages asserted, claimed or recovered against or from the contractor, its officials, employees, volunteers or any others working on behalf of the contractor, by reason of personal injury, bodily injury up to and including death and / or property damage, including loss of use thereof, which arises out of or is in anyway connected or associated with this agreement.

Acceptance of agreement

By: [Signature] Date: 11-18-21 Title: BID Manager PO#: Please Invoice
Lakeside Business Improvement District (Dave Alexander)

By: [Signature] Date: 11-18-21 Title: owner
Elite JPM (Barry Ghezzi)

This agreement will not be accepted as binding by contractor until a signed and dated copy from Client and Elite IPM is received